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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 1st April, 2026

No. 621852-HII(2)-2026/3604.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference **No. 84/2023 dated 12.01.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

ANUSHKHA SETHI, AGED 37 YEARS, D/O NARESH KUMAR SETHI R/O 1214/2, SECTOR 42-B, CHANDIGARH. (WORKMAN)

AND

1. THE PUNJAB STATE CO-OPERATIVE SUPPLY AND MARKETING FEDERATION LTD (MARKFED), PLOT NO. 04, SECTOR 35-B, CHANDIGARH THROUGH ITS MANAGING DIRECTOR.

2. THE PUNJAB STATE CO-OPERATIVE SUPPLY AND MARKETING FEDERATION LTD. (MARKFED), PLOT NO.04, SECTOR 35-B, CHANDIGARH THROUGH ITS CHIEF MANAGER (MARKETING).

3. M/S INNOVISION LTD., SCO 660, 3RD FLOOR, SECTOR 70, MOHALI THROUGH ITS DIRECTOR. (MANAGEMENT)

AWARD

1. Workman Anushkha Sethih as presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

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2. Briefly stated, the workman was appointed as Sales Executive by the management No. 3 in the month of April, 2016 under the supervision and control of Chief Manager (Marketing), The Punjab State Co-operative Supply and Marketing Federation Limited (MARKFED) and she received the salary from the department i.e. MARKFED in the month of May, 2019. She had received the wages of ` 20,586/- as last drawn, after deduction of statutory legal duesi.e. ESIC and EPF and her services were continued by the

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respondent-management since April, 2016. The workman received letter dated 29.09.2022 issued by respondent-management No.2 that her services were terminated on 29.09.2022 but no reason was mentioned or assigned in the said termination letter. The workman submitted that previously she got termination letter No.6134 dated 22.05.2020 but thereafter the said letter was withdrawn by the respondent-management vide office order No.Fed/Mktg/ SA5/2020/6185 dated 10.06.2020. It is stated that the termination order dated 22.09.2022 was passed without giving any opportunity of personal hearing, which is in violation of principles of natural justice. No direct letter was ever sent to her fixing the sale target. She was working alone without any Helper. It is stated that one letter was sent to Rohit Sethi mentioning that MARKFED has decided to terminate her services as sale target was not achieved. Further, it is stated that no sale target was addressed to her. No inquiry was ever conducted. It is further stated that therewas shortage of material at the kiosk and it was not provided inspite of her request to supply. She was working under direct control of management No.1 & 2. She filed CWPNo.28145/2022 as well as LPA No.489/2023 before Hon'ble High Court of Punjab & Haryana at Chandigarh and she was granted liberty to take the appropriate remedy as per law. She stated that new appointment was made after her termination. There is violation of Section 25F, 25G & 25H of the ID Act. She has remained unemployed since the date of termination. Hence, the claim statement.

3. Management No.1 & 2 filed joint written statement stating that vide office letter No.Fed/Mktg/ SA5/2018/2966 dated 05.02.2019 Shri Rohit Sethi was informed that he will operate MARKFED kiosk in the premises of Hon'ble High Court of Punjab & Haryana as dealer of MARKFED and the said letter mentioned that the monthly sale target would be ` 3,00,000/-. As per Clause 5 of the letterit was informed that one Sales Executive would be provided by MARKFED and upon the request of Shri Rohit Sethi, Allotted Dealer, the applicant-workman, who was his sister, was appointed as Sales Executive through service provider. Further, as per Clause 7 Markfed reserved the right to withdraw offer without assigning any reason and operate kiosk directly by the MARKFED. Further, vide letter dated 20.04.2022, it was informed that new sale target has been fixed at ` 5,20,000/-per month plus one Sales Executive through service provider and sale performance would be reviewed after six months and further extension would be given subject to achievement of targets only. Vide letter dated 22.09.2022, it was informed to the allotted dealer that the sale target was never achieved and MARKFED withdraw the dealership from allotted dealer with a further notice of 15 days to hand over the same to the MARKFED. In view of Clause 5 of letter dated 05.02.2019 vide which the services of the Sales Executive were provided, were also terminated with effect from the date of handing over the kiosk to the MARKFED.It is stated that answering respondent-management had never paid any salary to the workman rather the same was always paid by the service provider. She was not under the direct supervision of the MARKFED as she was outsourced through the service provider. It is stated that her services were terminated due to non-achievement of the sale target. It is submitted that after dealership of the allotted dealer was terminated, the answering respondent-management placed its own employees at the work place which finally winded up vide letter bearing No.4381 dated 08.08.2023. Remaining averments were denied and a prayer was made for dismissal of the claim statement.

4. Upon notice to management No.3, Shri Rajesh Kumar - Senior Executive appeared and filed authority letter on behalf of the management No.3. On 12.02.2024, none appeared on behalf of management No.3 and management No.3 was proceeded against ex-parte.

5. The workman filed replication, wherein the contents of written statement submitted by management No.1 & 2 are denied and the averments of the statement of claim are reiterated.

6. From the pleadings of the parties, following issues were framed vide order dated 09.05.2024 :-

1. Whether the termination of the services of the workman is illegal ? If so, to what effect and what relief she is entitled to ?OPW
2. Whether there is no relationship of employer & employee between management No.1 & 2 and workman ? OPM (Management No.1 & 2)
3. Relief.

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7. Thereafter, both the parties were called upon to lead their respective evidence.

8. In evidence of the workman, workman herself appeared as AW1 and tendered into evidence her affidavit Exhibit 'AW1/A'. Thereafter, Learned Representative for the workman tendered in evidence the photocopy of documents :-

Order No.Fed/Mktg/SA5/2020/6185 dated 10.06.2020 passed by the Chief Manager (Mktg.)	**Exhibit 'W1'**
Order bearing No.Fed/Mktg/SA5/2019/4523 dated 30.08.2019 passed by Superintendent (Mktd.)	**Exhibit 'W2'**
Letter No.CM(MKTG)/SA-V/2020/6134 dated 22.05.2020 from Chief Manager (Mktd.) to Shri Rohit Sethi, Dealer, Markfed Kiosk	**Exhibit 'W3'**
Letter No.Mktg/SA5/2020/2515 dated 29.09.2022 from Chief Manager (Mktd.) to Shri Rohit Sethi, Dealer, Markfed Sales Counter, Kiosk No.2	**Exhibit 'W4'**

and closed the evidence of the workman in affirmative.

9. In evidence of the management Nisha Tanda- Senior Assistant, Office of The Punjab State Co-operative Supply and Marketing Federation Ltd. (MARKFED)as MW1 and tendered into evidence her affidavit Exhibit 'MW1/A'. She also tendered in evidence authority letter dated Nil issued in her favour by Jaswinder Singh - Deputy Chief Manager (Mktg.) **Exhibit 'M1'.**

10. Management also examined Ranjit Singh - Manager, M/s Terrier Utility Service Pvt. Ltd. as MW2, who tendered in evidence his affidavit Exhibit 'MW2/A' along with documents i.e.

Authority letter dated 03.02.2025	**Exhibit 'MW2/1'**
Downloaded copies of the salary sheet for the month of May, 2016 to October, 2016	**Exhibit 'MW2/2' to Exhibit 'MW2/7'**
Copy of the letter dated 06.08.2016 along with downloaded copy of the bank salary transfer record for the period w.e.f. July, 2016 & August, 2016	**Exhibit 'MW2/8' & Exhibit 'MW2/9'**
Copy of the downloaded copy of EPF, Chandigarh ECR for the period 01.05.2016 to 31.10.2016	**Exhibit 'MW2/10'**
Certificate dated 10.03.2025 under Section 63 of BSA, 2023	**Exhibit 'MW2/11'**
Copy of Award dated 30.08.2013	**Mark 'A'**

Thereafter Learned Representative for management No.1 & 2 closed the evidence.

11. No evidence in rebuttal was led by the workman.

12. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1 & 2

13. Both these issues are taken up together being inter linked and in order to avoid repetition. The workman was required to prove issue No.1 whereas onus to prove issue No.2 is laid on the management No.1 & 2.

14. Learned Representative for the workman submitted that the workman was appointed as Sales Executive by respondent-management No.3 in the month of April, 2016 under the supervision & control of respondent-management No.1 & 2 and she had received her first salary from the respondent-management No.1 & 2. However, her services were terminated by respondent-management No.2 vide letter dated 29.09.2022.

15. On the other hand, Learned Representative for the management No.1 & 2 submitted that the workman was appointed through the service provider i.e. respondent-management No.3 and she never worked under the direct control and supervision of respondent-management No.1 & 2. It is further submitted that the workman was under the direct control & supervision of the outsourcing agency / service provider and letter dated 29.09.2022 pertaining to the withdrawal of dealership was issued to Dealer Rohit Sethias the sale target was not achieved by him as mentioned in the previous letter dated 20.04.2022.

16. The workman while appearing as AW1 deposed that she was appointed as Sales Executive in the month of April, 2016 under the supervision & control of the Chief Manager (Marketing), MARKFED and she had received her salary from the Department in the month of May, 2016 through M/s Terrier Utility Services Pvt. Ltd.She deposed that her services remained satisfactory and on 29.09.2022 her services were terminated and a letter in that regard was issued by respondent-management No.2. It is submitted that no reason was putforth in the termination letter and she was working with the management since year 2016 whereas dealership was allotted to Rohit Sethi in the year 2019. She deposed that previously, her services were terminated on 22.05.2020 and thereafter the said letter was withdrawn by the management vide letter dated 10.06.2020. She further deposed that order dated 22.09.2022 was passed by management in violation of principles of natural justice and mandatory provision of law. She deposed that letter addressed to Rohit Sethi mentions that the MARKFED has decided to terminate the services of the workman as sales target was not achieved. No target letter was addressed to the workman and there was shortage of material too. She further deposed that earlier the respondent-management has shown her services through the contractor M/s Terrier Utility thereafter she was shown through M/s Innovision Service Limited, which proves that only the contractor had changed but she remained continue to work under the same management.

17. On the other hand, MW1 Nisha Tanda - Senior Assistant, MARKFED deposed that the services of the workman were hired through the outsource agency / service provider. She was hired through M/s Terrier Utility Services Pvt. Ltd. and later on, she was hired through M/s Innovision Ltd. till September, 2022. She was never under the direct control and supervision of management No.1 & 2. No salary was paid to her directly. The salary of the outsourced employees wasprepared by respondent-management No.1 & 2 as per the bills submitted by the service provider agency and the aggregate amount was disbursed into the account of the service provider, who used to release the salary of the employees into their accounts. She further deposed that on 03.04.2022, the respondent-management No.1 has made payment of ` 15,000/- directly in the account of the workman and other outsourced employees during COVID-19 prevailing condition in 2020 so as to secure their livelihood. She deposed that the direct payment into the account of the workman never provedthat they were working under the control & supervision of management No.1 & 2. She deposed that vide office letter dated 05.02.2019,Shri Rohit Sethi was informed that he will be operating the MARKFED Kiosk in the premises of Hon'ble High Court of Punjab & Haryana at Chandigarh as a Dealer and the said letter fixed his sale target at ` 3,00,000/- and as per Clause No.5, one Sales Executive would be provided by the MARKFED. Upon

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request of the Dealer Rohit Sethi, service provider was instructed to provide a Sales Executive to assist the dealer. Clause 7 of the said letter mentioned that the MARKFED reserved the right to withdraw offer without any reason. She deposed that vide letter dated 20.04.2020, the new target of sale was fixed at ` 5,20,000/- per month and one Sales Executive through service provider and sale performance would be reviewed after six months and further extension would be given subject to achievement of targets only. She deposed that vide letter dated 29.09.2022, it was informed to the dealer that after reviewing the sales, it was noticed that the sales target was not achieved and in view of Clause No.7 of letter dated 05.02.2019, the MARKFED withdrew the dealership from Rohit Sethiwith notice of 15 days to handover to MARKFED. She further deposed that the workman does not have any locus standi to initiate any proceedings against management No.1 & 2. She testified that there was no enmity with the workman and allegations were meaningless, baseless and without any reason.

18. MW Ranjit Singh vide affidavit Exhibit 'MW2/A' deposed that he was working in M/s Terrier Utility Services Pvt. Ltd. since 21.01.2001 and he was currently posted as Manager. He deposed that M/s Terrier Utility Services Pvt. Ltd. entered into an agreement with MARKFEDfor providing the employees on outsource basis vide award dated 30.08.2013 and the workman Anushkha Sethi was employee of Terrier Utility Services Pvt. Ltd. and the services of the workman was availed by respondent-management No.1 & 2 through Terrier Utility Services Pvt. Ltd. from 01.05.2016 to 31.10.2016 and thereafter agreement expired on 31.10.2016. He deposed that he had brought the salary sheet of the workman for the period May, 2016 to 31.10.2016, bank transfer records of salary of the workman for the period July, 2016 to August, 2016 and EPF ECRS of the workman for the period 01.05.2016 to 31.10.2016. He deposed that she was never under the direct control and supervision of the respondent-management No.1 & 2.

19. Learned Representative for the workman submitted that she was working under the direct supervision and control and management No. 1 & 2 and she was appointed as Sales Executive by respondent-management No.3 in the month of April, 2016 and she was in continuous service of respondent-management since April, 2016. The workman during her cross-examination stated that her appointment was made by respondent No.1 & 2 and she was not issued any appointment letter. She admitted that on 09.09.2016, she had received her salary from M/s Terrier Utility Services Pvt. Ltd. and on 06.03.2017, 11.07.2017, 13.09.2017, 06.02.2021 and 09.06.2022 she received the salary from respondent-management No.3. She stated that on 03.04.2020, the salary was credited by respondent-management No.1 & 2. MW1 during her oral testimony had stated that payment of ` 15,000/- directly made into the account of the workman on 03.04.2020 was during COVID-19 so as to secure the livelihood of all the outsourced employees. During her cross-examination, MW1 stated that in April, 2020, the workman was deployedby respondent-management No.3 and attendance of the contractual workerswas marked in the attendance register provided by the service provider.

20. It is the contention of the workman that she was working under the direct control & supervision of respondent-management No.2. However, the workman has not produced on record any appointment letter. It is her own admission that she was not issued any appointment letter by respondent-management No.1 & 2. As such, the workman has not been able to establish that there was a relationship of employer & employee between her and respondent-management No.1 & 2. Reliance is placed upon authority of Hon'ble Supreme Court in ***Balwant Rai Saluja& Another Versus Air India Limited & Others, 2015 AIR SC 375*** wherein the Hon'ble Supreme Court held that the relevant factors to be taken into consideration to establish an employer-employee relationship would include, inter alia,

a) who appoints the workers;

b) who pays the salary / remuneration;

c) who has the authority to dismiss;

d) who can take disciplinary action;

e) whether there is continuity of service; and

f) extent of control & supervision i.e. whether there exists complete control & supervision.

21. As per record, it is established that the workman was engaged as outsourced employee by respondent-management No.1 & 2 through service provider i.e. respondent-management No.3. Further, it is also an admitted fact that no appointment letter was ever issued by respondent-management No.1 & 2. Letter dated 29.09.2022 (Exhibit 'W4') has been addressed by the Chief Manager (Marketing) to Rohit Sethi, MARKFED Sales Counter,Kiosk No.2, Ground Floor, in front Gate No.1, Punjab & Haryana High Court, Chandigarh which mentions that monthly sale target of ` 5,20,000/- could not be achieved and as per Clause 7 of the offer letter,MARKFED withdraw its offer given to him as Dealer and notice of 15 days was hereby given to handover the same to the MARKFED. The said letter further mentions that services of Sales Executive provided at the said place were hereby terminated with effect from handing over the same to the MARKFED. Since the dealership of Rohit Sethi came to an end and the said fact was communicated to Rohit Sethi vide letter dated 29.09.2022, consequently, the services of the Sales Executive at the said place also came to end. Since, the workman has failed to establish that there was any relationship of employer & employee between her and management No.1 & 2,therefore the question of termination of her services by respondent-management No.1 & 2 does not arise. Consequently, violation of provision of Section 25F of the ID Act and principles of natural justice are not attracted in the case in hand. Accordingly, issue No.1 stands decided against the workman and in favour of the management whereas issue No.2 stands decided in favour of the management No.1 & 2 and against the workman.

Relief

22. In view of the aforesaid findings, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : January 12, 2026

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 1st April, 2026

No. 623344-HII(2)-2026/3608.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference **No. 30/2025 dated 03.02.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

KAUSHALYA DEVI W/O LATE SH. RAJNEESH KUMAR VERMA, AGE 48 YEARS, C/O SUKHA SARPANCH, NEAR MANDIR, HALLOMAJRA, CHANDIGARH. (WORKMAN)

AND

M/S PRIME OFFSET PRINTERS PVT. LTD., THROUGH ITS DIRECTOR MR.ANUJ GARG & MR. TANUJ GARG, PLOT NO. 145, PRESS SITE, INDUSTRIAL AREA, PHASE - I, CHANDIGARH. (MANAGEMENT)

AWARD

1. Workman Kaushalya Devi has presented Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman was appointed by the management as Peon / Helper w.e.f. 02.04.2006. She was getting wages of ` 9,000/- per month which was less than notified minimum wages. She had continuously worked with the management up to 15.07.2024. The management has deliberately mentioned wrong date of joining of the workman in ESI and PF scheme. The management was entirely satisfied with her work & conduct. On 15.07.2024, after lunch, the management verbally terminated her services by saying *'there is no work for her'*. The management had not issued any memo, charge sheet nor conducted any inquiry in any matter before the termination. The management had also not paid or offered notice pay in lieu of notice or compensation to the workman. The job of the workman still exists and juniors to him were retained in service by the management. The management has violated Section 25F, 25G & 25H of the ID Act. Prayer was made that the workman may be reinstated into service with continuity of service, full back wages and all other applicable benefits from time to time.

3. The management contested the claim of the workman by filing written statement raising preliminary objections *inter alia* on the ground that Kaushalya Devi does not fall under the definition of 'workman' as defined under the ID Act. Further, she had concealed the material fact that the offset printing was running in loss and unable to run the business, due to which being a laymen Tanuj Garg issued the letter dated 28.05.2024 through registered post to Kaushalya Devi with a copy to Assistant Labour Commissioner, intimating that one month notice in advance was given to her and thereafter, she can receive the full & final settlement amount. The above said letter was issued as her behaviour was not good with the other employees or employer. She used to sit idle or she used to sit outside the premises or in the adjoining plot No.146 by making a lame excuse that she went to get water for office purpose. Further, she also used to insist other employees to stop work without any cause and threatened the employer that she had every type of sources by which she could involve the employer in false case by making a complaint to the Police Officials. Seeing the misconduct and unlawful

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attitude of her, a complaint was given to Senior Superintendent of Police, U.T. Chandigarh bearing Reference No.ICMS/2024/019530 dated 10.07.2024. The alleged claim is not maintainable as she received the entire dues up to May, 2024 at the rate ` 13,650/- per month and thereafter, the salary of ` 6,697/- for the month of June, was due to be paid by the employer and the employer never refused to pay the same.

4. On merits, it is pleaded that she was drawing the salary of ` 13,650/- per month. She used to reach the office at about 11:00 A.M. and leave the premises of the employer before 4:00 P.M. and when employer used to ask the reason, she used to start shouting upon the employer. Her services were never terminated rather when her dictates qua increase of salary were not accepted, she started absenting. It was brought to her notice that since the industry was in very dilapidated condition so it was not possible to increase her salary. Remaining averments of the claim of the workman were denied and prayer was made that the present industrial dispute reference may be answered in favour of the management

5. During the pendency of the present industrial dispute, the parties settled their dispute amicably. Learned Representative for the management made the statement, which was recorded separately and runs as under :-

> *"Stated that the management is ready to settle the matter amicably with the workman. The management is ready to pay an amount of ` 1,25,000/- to the workman as full and final settlement. The management is ready to pay an amount of ` 1,25,000/-in cash today. Both the parties shall have no claim or dispute against each other after the payment of full and final payment of ` 1,25,000/- to the applicant/workman in all respect including the gratuity."*

6. The workman also made the statement, which was recorded separately and runs as under :-

> *"Stated that, I am ready to settle the matter with the management. I have heard the aforesaid statement of Shri Rikash Goel, Representative for the management and agrees with the same. I am ready to accept the amount of ` 1,25,000/- as full and final settlement. I have received the said amount today in the Court and I shall remain bound by my statement and shall not raise any claim or dispute against the management after receipt of full and final payment. I am making this statement out of my free consent and without any pressure. I do not want to pursue with the present industrial dispute reference and the same may be disposed offaccordingly. I am placing on record copy of my aadhar card and same is Annexure A-1"*

7. In view of the aforesaid statements of the parties, the industrial dispute in hand stands disposed off as settled by way of compromise. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : February 3, 2026

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 1st April, 2026

No. 621875-HII(2)-2026/3610.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference **No. 36/2025 dated 16.01.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

ANUJ KUMAR R/O H.NO.2929, DADU MAJRA COLONY, U.T. CHANDIGARH. (WORKMAN)

AND

1. M/S BHARAT ELECTRICAL WORKS MANPOWER, #1115, BADAL COLONY, ZIRAKPUR, DISTRICT SAS NAGAR,PUNJAB (THROUGH ITS MANAGING DIRECTOR / PARTNER / PROPRIETOR).

2. CHIEF ENGINEER, PUBLIC HEALTH DIVISION NO.5, ROOM NO.117, OLD DELUXE BUILDING, SECTOR 9, CHANDIGARH. (MANAGEMENT)

AWARD

1. Workman Anuj Kumar has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, on 01.07.2024 the workman was appointed as Safai Karamchari by management No.1 and deployed at the work place of management No.2. He remained in continuous and uninterrupted employment up to 01.07.2024 when his services were illegally & wrongly terminated by refusing of work. At the time of termination, he was drawing ` 21,600/- per month as wages. He was not given salary on time and the same was released after repeated requests. The workman was compelled to work in the residence of the officers and when he objected to the same he was threatened that his services will be terminated. The workman complained about the whole matter to the Area Labour Inspector on 01.04.2024. The Area Labour Inspector summoned the management but the management never appeared before him and did not provide any record. The salary for the month of March, 2023 was not given to the workman by the contractor, which was in the knowledge of management No.2, but management did not intervene in the matter. The contractor again did not pay his salary for the month of June, 2024 and terminated his services without any reason w.e.f. 01.07.2024. Action of the contractor-management No.1 is illegal, wrongful, motivated and against the principles of natural justice as well as unfair labour practice. For his reinstatement the workman lodged complaint with the Labour Inspector, U.T. Chandigarh but the matter could not be settled. Refusal of work amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. The management had retained junior person and also appointed new person in his

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place. The management has violated Section 25G & 25H of the ID Act. For his reinstatement, the workman served upon the management a demand notice dated 15.01.2024. The management neither denied the contents of the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention. The Conciliation Officer intervened but the dispute could not be settled within stipulated period. A prayer was made for reinstatement with continuity of service, full back wages as the workman remained unemployed during the period i.e. from date of termination till date, and without any change in his service condition.

3. Upon notice, none appeared on behalf of management No.1 despite service. Management No.1 was proceeded against ex-parte vide order dated 18.08.2025. On the next date of hearing i.e. 16.09.2025 Shri Anand Sharma - Proprietor for management No.1 moved an application for setting aside ex-parte order dated 18.08.2025.

4. Notice sent to management No.2 was received back with the report of 'wrong address'.

5. On 01.12.2025 none appeared on behalf of the both the parties and the case was fixed for awaiting appearance of both the parties for today i.e. 16.01.2026.

6. Today i.e. 16.01.2026 none appeared on behalf of both the parties.

7. I have gone through the case file. In the case in hand, as per claim of the workman, he was appointed by the management No.1 as Safai Karamchari and deployed at the work place of management No.2 and his services were terminated by the management on 01.07.2024. The workman is aggrieved that his services were verbally terminated by the management in violation of provisions of Section 25F, 25G & 25H of the ID Act. However, none has appeared on behalf of the workman as well as management on 01.12.2025 as well as today. It seems that the parties are not interested in perusing the matter. Accordingly, the industrial dispute in hand stands declined for want of prosecution. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : January 16, 2026

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 1st April, 2026

No. 621870-HII(2)-2026/3616.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference **No. 6/2025 dated 23.01.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAM KRISHAN S/O SH. TULSI RAM, H.NO. 587, BURAIL, CHANDIGARH. (WORKMAN)

AND

M/S KARAN FILING AND SERVICE STATION, SECTOR 52-B, CHANDIGARH THROUGH ITS PROP. / PARTNERS. (MANAGEMENT)

AWARD

1. Workman Ram Krishan has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. In the claim statement, it is submitted that that the services of the workman were illegally terminated by the management on 10.06.2024 against which he preferred industrial dispute under Section 2A of the ID Act, however, no settlement could be arrived at between the parties. It is stated that he was appointed as Unskilled worker by the management on 16.08.1996 on monthly wages of ` 700/- andon 31.08.2019 he was drawing monthly wages of ` 11,000/-. It is stated that on 10.06.2024, the management did not allow him to join his duty and told that there was no work for him in the establishment. It is stated that the said act of the management is illegal, arbitrary and in violation of principles of the natural justice. It is stated that last drawn wages of the workman on 10.06.2024 was ` 13,000/- per month. He was at serial No.1 in seniority list of management as mentioned in ESI contribution return for the period from April, 2011 to September, 2011 as well as mentioned in the bonus, salary / wages statement for the year 2011-12 for the period April, 2011 to April, 2012. The management did not issue any appointment letter, identity card, attendance card, leave account card and wages slip. He was covered under the ESI scheme w.e.f. 01.06.2001 with ESI Employee Code 17-39910 and ESI Insurance No.9081586. It is stated that identity card of ESI issued to him was defective due to wrong entry of particulars regarding which he was praying in writing to rectify the error but no action was taken. He was issued ESIPehchan card wherein his insurance number is written as 1713641126, Employer Code No.1700039910000912 and date of appointment as 01.08.2019 which was incorrect. He stated that name of nominee is written as Tulsi Ram whereas name of the nominee was Kiran Bala. He stated that there had been 50 to 60 workers in the establishment of management so it was covered under Provident Fund Scheme, 1952. The establishment of the management was also covered under the Payment of Bonus Act but he was not paid any bonus. The date of birth of the workman is 20.02.1956 and his date of retirement falls during the year 2016 but his request for retirement was not acceded to by the management for the reason that he was highly skilled and prefect in his job but now the management had illegally terminated him without paying him his legal dues as such gratuity, retrenchment compensation, notice pay, bonus, leave encashment, earned leave wages etc. He purchased a policy from SBI Life Insurance Company Limited on 12.10.2006 wherein his address was mentioned as M/s Karan Filling and Service Station. Juniors to him have been retained in service and he had worked for more than 240 days with the management within 12 months preceding his date of termination. It is stated that the management is maintaining two types of record one is *'kacha'* and other is *'pucca'* and the management was obtaining his signatures on blank papers. He is unemployed since the date of his termination. Hence, it is prayed that he may be reinstated with continuity of service and full back wages.

3. None appeared for the management despite service and the management was proceeded against ex-parte vide order dated 18.03.2025. Thereafter, the workman was called to adduce the ex-parte evidence.

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4. In ex-parte evidence, the workman himself appeared as AW1 and tendered his duly sworn-in affidavit Exhibit 'AW1/A'. He also tendered in evidence the documents i.e. salary and wages account for the year 2011-12 **(Mark 'A'),** the details of employees, wages and their contribution towards Employees' State Insurance scheme for the period April, 2008 to September, 2008 bearing insurance number of the workman as 9081586 **(Mark 'B').** Thereafter, Learned Representative for the workman tendered into evidence copy of e-pehachan card of ESI in favour of the workman bearing IP No.1713641126 **(Exhibit 'W1')** and thereafter, Learned Representative for the workman closed the evidence on behalf of the workman.

5. I have heard the arguments addressed by Learned Representatives for the workman and gone through the case file carefully with his able assistance.

6. The workman deposed that he was appointed as Unskilled worker by the management on 16.08.1996 on monthly wages of ` 700/- and his wages increased with the passage of time. He deposed that on 10.06.2024, the management did not allow him to join his duty and stated that there was no work for him and at that time he was drawing wages of ` 13,000/- per month. He deposed that his name was at serial No.1 of seniority list of management as mentioned in the ESI contribution return for the period April, 2011 to September, 2011 as well as in the bonus, salary / wages statement for the year 2011-12. He was also covered under ESI scheme with effect from 01.06.2001 and ESI e-pehchan card was also issued but in the same wrong name of nominee was mentioned. He deposed that his date of birth is 20.02.1956 and his retirement was in the year 2016 but the employer-management retained him as he was highly skilled and perfect in job. He deposed that he had worked for more than 240 days in a calendar month preceding his date of termination.

7. As per record, it is the case of the workman that he was appointed on 16.08.1996 by the management on monthly wages of ` 700/- per month. He also deposed that no appointment letter was issued to him by management. The workmanhas not produced any other evidence in support of his contention that he was appointed as unskilled worker by the management on 16.08.1996 as averred by him. The workman had not examined any co-worker to establish his joining with the management on 16.08.1996.

8. The workman has stated that he was at serial No.1 in seniority list of the management as mentioned in ESI contribution return for April, 2011 to September, 2011 as well as mentioned in the bonus, salary / wages statement for the year 2011-12. The workman has placed on record the photocopy of salary / wage account for the year 2011-12 (Mark 'A'). The perusal of the said document reveals that the same does not bear any stamp or signatures of management or signatures of authorised person on behalf of management and as such the said document is of no help to the case of the workman. The workman had further stated that he was covered under the ESI Scheme with employer code No.17/39910. He has placed on record copy of details of ESI contribution deducted from the wages. However, the same is mere a photocopy and cannot be relied upon by the Court. The workman has also tendered in evidence copy of e-pehachan card (Exhibit 'W1') issued with the name of insured person as Ram Krishan, date of birth has mentioned as 20.02.1956 and name of the employer mentioned as Karan Filling and Service Station with date of registration 10.08.2019. The said document does not establish that the workman was working with management since 1996, as averred by him. The said document also nowhere establish that he was working with the management in the year 2024 when his services were averred to have been terminated by the management. The bald statement of the workman is not sufficient to establish that he was working with respondent since 1996 and he was refused work by the management on 10.06.2024. Accordingly, no ground is made out to grant relief of reinstatement in service with continuity of service and full back wages. Resultantly, the Industrial Dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : January 23, 2026

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 1st April, 2026

No. 628521-HII(2)-2026/3641.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference **No. 89/2021 dated 25.02.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

KESHAV KUMAR, H.NO. 1538, SECTOR 36-D, U.T. CHANDIGARH. (WORKMAN)

AND

M/S DESH SEWAK DAILY, SECTOR 29-D, CHANDIGARH THROUGH ITS GENERAL MANAGER. (MANAGEMENT)

AWARD

1. Workman Keshav Kumar haspresented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman was appointed by the respondent-management as Helper on 22.12.1995. Later on, he was promoted as Clerk and deployed in Advertising Department. The workman remained in uninterrupted employment up to 24.01.2020 when his services were illegally and wrongly terminated by refusing of work. At the time of his termination, he was drawing ` 14,279/-per month as wages. On 25.01.2020, he went to attend his normal duty but he was refused work by the management on the pretext that he should withdraw himself from the list of workers who authorised the Union to serve upon the management a demand notice dated 05.01.2020, vide which it was demanded to increase the wages of all workers to ` 25,000/- per month. The workman refused to sign the paper and thereafter the management refused him work without assigning any reason and notice. Refusal of work, which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has also violated Section 25F of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. Violation of the same makes the termination void. The respondent-management has also illegally withheld the wages of all the employees for the month of January, 2020. The claimant-workman along with all the employees of the press lodged a complaint with the Labour Inspector, U.T. Chandigarh regarding non-payment of wages for the month of January, 2020 and refusal of work through their Union. The Representative for the respondent-management appeared before the Labour Inspector but refused to pay the wages and also refused to take the workman back on duty. For his reinstatement, the workman served upon the respondent-management a demand notice dated 12.11.2020. The respondent-management neither replied to the demand notice nor took him back to the duty. The Assistant Labour Commissioner-cum-Conciliation Officer was requested for his intervention but no settlement could be made possible within the stipulated period. The action in terminating the services of the workman is illegal, wrong, motivated, against the principle of natural justice and unfair labour practice. The workman remained unemployed during the period i.e. from the date of termination till date. It is prayed that he may be reinstated with continuity of service and full back wages and without any change in service conditions.

3. The respondent-management filed reply to the claim statement raising preliminary objections inter alia on the ground that the claim statement is nothing but an abuse of process of law. It is submitted that on 24.01.2020, the workman left his work to indulge himself in the unlawful strike, devoid of any discernible agenda, incited by an individual Ashok Kumar - Co-worker. The said action was very aggressive and with a sole intention to deliberately inflict harm upon the organisation and to pressurize the respondent-management to withdraw the inquiry / disciplinary proceedings to be conducted on serious allegations against Ashok Kumar and Surjit Singh. Despite numerous written and verbal requests extended to workman, urging his prompt return to work, they persisted in their refusal to do so. The workman along with other workers, obstructed the

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main gate creating a situation of intimidation where anyone attempting to enter would be met with repercussions. In order to address that issue promptly, the matter was formally reported to the Senior Superintendent of Police, Chandigarh vide letter dated 25.01.2020 with a copy of the same to the S.H.O., Industrial Area, Phase - I, Chandigarh. The said incident was also formally reported to the Deputy Commissioner, Chandigarh, who further marked it to Assistant Labour Commissioner, seeking immediate intervention. The said communication was documented vide Diary No.PA/DC 27.01.2020. It is submitted that a show-cause notice was issued to the workman on 11.02.2020 through registered post to show cause within one week of receipt of letter as to why his services should not be terminated for having indulged in misconduct, breach of contract of employment, breach of discipline and for causing incalculable losses. The workman chosen not to file reply and voluntarily abandoned the service by remaining absent without any intimation, explanation or authorization. It is submitted that the workman continuously remained absent without authorization and a show-cause notice was again issued on 19.02.2020 through registered post granting him another opportunity to submit his explanation and to come present in the office of AGM, Desh Sewak on 24.02.2020 but the workman did not pay any heed and continued to abscond and abandoning his duty. The respondent-management kept waiting for the workman to show-up for considerable long period of time for any responsible and interested employee to join back but the workman never came back and filed the present claim statement. Prayer was made for dismissal of the claim of the workman.

4. The workman filed rejoinder wherein he denied the averments made in the written reply and submitted that there was no strike on 24.01.2020 as there was no demand of the workers. It is submitted that Ashok Kumar is a co-worker and also a President of the Union. It is submitted that since there was no dispute with the management,therefore, he would never instigate the workers to go on strike. It is denied for want of knowledge that there were serious allegations against Ashok Kumar and Surjit Singh and the management wrote letters to Senior Superintendent of Police, S.H.O. Industrial Area, Deputy Commissioner, Chandigarh and Assistant Labour Commissioner, U.T. Chandigarh. It is stated that letters dated 11.02.2020 and 19.02.2020 were never received by the workman. He was refused work on 25.01.2020 when he went to attend his normal duty. The management asked the workman to withdraw himself from the list of workers who has authorised the Union to serve upon the management a demand notice for increase in wages to ` 25,000/- per month. A prayer was made for allowing the claim statement.

5. From the pleadings of the parties, following issues were framed vide order dated 03.11.2023 :-

1. Whether the termination of services of the workman is illegal, if so, to what effect and to what relief he is entitled to ?OPW
2. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, workman himself appeared as AW1 and tendered his affidavit Exhibit 'AW1/A'. He also tendered into evidence copy of demand notice dated 05.01.2020 issued by Desh Sewak Employees Union to the General Manager, Desh Sewak Association / Printing Ltd. Chandigarh accompanied with copy of demands Exhibit 'W1'. Thereafter, the Learned Representative for the workman closed the evidence on behalf of the workman in affirmative.

8. In evidence of the management, Chetan Sharma - General Manager, Desh Sewak Newspaper appeared as MW1 and tendered his affidavit Exhibit "MW1/A?. He also tendered into evidence photocopies of documents :-

Complaint dated 25.01.2020	**Exhibit 'M1'**
Copy of complaint dated 25.01.2020 to Labour Commissioner, Chandigarh	**Exhibit 'M2'**
Photographs (9 in number)	**Exhibit 'M3' to Exhibit 'M11'**
Letter dated 11.02.2020 addressed from Personal Manager, Sukhwinder Singh to the workman relating to the subject of illegal strike since 24.01.2020 - show cause notice on the letter pad of Desh Sewak Daily	**Exhibit 'M12'**
Copy of postal receipt dated 12.02.2020	**Exhibit 'M12/1'**

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Letter dated 19.02.2020 addressed from Personnel Officer, Sukhwinder Singh to the workman relating to the subject of show cause notice for absence from duty on the letter pad of Desh Sewak Daily	**Exhibit 'M13'**
Copy of postal receipt dated 19.02.2020	**Exhibit 'M13/1'**
Letter dated 20.05.2020 addressed from Personnel Officer, Sukhwinder Singh to the workman relating to the subject striking off his name from the rolls of the company owing to his illegal strike and also for his prolonged abandonment of duty on the letter pad of Desh Sewak Daily	**Exhibit 'M14'**
Copy of postal receipt dated 20.05.2020	**Exhibit 'M14/1'**

During cross-examination MW1 placed on record copy of resolution dated 20.01.2019 passed by DeshSewak Association (AOP) whereby Sukhwinder Singh was authorised as Personnel Officer of the management of Desh Sewak vide **Exhibit 'M15'** and copy of letter dated 20.01.2019 whereby Sukhwinder Singh was appointed as Personnel Officer vide **Exhibit 'M16'.**

9. The management also examined Umed Kumar and Ram Pal Singh as MW2 and MW3, who tendered in evidence their affidavits Exhibit 'MW2/A' and Exhibit 'MW3/A' respectively. Thereafter, the Learned Representative for the management closed the evidence on behalf of the management.

10. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1

11. The workman is required to prove the said issue.

12. Learned Representative for the workman submitted that the management has refused work to the workman on 25.01.2020 without any rhyme or reason. The workman is unemployed since his date of termination. He is entitled to reinstatement with continuity of service and full back wages.

13. On the other hand, Learned Representative for the management submitted that the workman had himself left the services of the management despite issuance of two notices sent through registered post calling upon him to present himself before the Office and submit reply for remaining absent from his duty. He argued that the workman did not report for duty and therefore, the management was left with no other alternative but to struck off his name from the rolls of the management.

14. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

15. The workman while appearing as AW1 deposed in consonance with the facts detailed in the claim statement. He deposed that he was appointed by the management as Helper on 22.12.1995 vide letter dated 22.12.1995 and he remained in un-interrupted employment of the management up to 24.01.2020 when his services were illegally & wrongly terminated by refusing of work. At that time, he was drawing ` 14,279/- as monthly wages. On 25.01.2020, he went to attend his normal duty but he was refused work by the management on the pretext that he should withdraw his name from the list of workers, who authorised the Union to serve upon the management demand notice dated 05.01.2020. He deposed that refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has violated Section 25F of the ID Act. He was not issued any charge sheet or memo. No inquiry was held against the workman and he was not paid retrenchment compensation. As such, he is entitled to reinstatement with continuity of service and full back wages.

16. On the other hand, Chetan Sharma - General Manager while stepping in to the witness box as MW1 deposed that he was the General Manager / Resident Editor of Desh Sewak since the year 2018.He deposed that on 24.01.2020, the workman left his work and indulged himself in an un-lawful strike, devoid of any discernible agenda and the said strike was incited by co-worker Ashok Kumar with a sole intention to inflict harm upon the organization and to pressurise the management to withdraw the inquiry / disciplinary proceedings

to be conducted on serious allegations against Ashok Kumar and Surjit Singh. Despite numerous written and verbal requests extended to the workman, urging their prompt return to work, the workman along with other workers obstructed the main gate, created a situation of intimidation where anyone attempting to enter would be met with repercussions. He testified that in order to address the issue, the matter was reported to Senior Superintendent of Police, Chandigarh vide letter dated 25.01.2020. A copy of the same was also made to SHO, Industrial Area, Phase - I, Chandigarh and the matter was formally reported to the Deputy Commissioner, Chandigarh seeking his intervention. He deposed that show cause notices dated 11.02.2020 and 19.02.2020 were issued to the workman through registered post calling upon him to submit his explanation and to come present in the office of AGM but the workman did not pay any heed to it and continued to abscond from duty and abandoned his duty. An opportunity was awarded to him to show-up, for considerably long period of time for any responsible and interested employee to join back but he never returned and consequently, his name was struck off from the rolls of Desh Sewak vide letter dated 20.05.2020.

17. MW2 Umed Kumar deposed that he was working as Accountant in the Desh Sewak. He was also the Cashier of the Union. He stated that on 24.01.2020, the workman left his work and participated in a strike. The goal of the strike was to put pressure on the management to drop the inquiry and disciplinary proceedings to be conducted against the Ashok Kumar and Surjit Singh, who were facing serious allegations.

18. MW3 Ram Pal deposed that he was currently Circulation Manager and also member of Desh Sewak Employees Union since its establishment. Vide his affidavit Exhibit 'MW3/A' corroborated the statement of MW2 in his examination-in-chief. Further, he deposed that the workman refused to return to work and due to illegal work stoppage by the workman and others workers, the management could not print the newspaper incurring huge losses and the printing had to be outsourced to the printing press of Indian Express at Panchkula, Haryana.

19. It transpires from the record that it is the case of the workman that on 22.12.1995, he was appointed as Helper by the management and he has been working with the management since the date of his appointment. MW1 Chetan Sharma during his cross-examination stated that as per record, the workman joined on 07.06.1997 as Helper. The workman has not placed on record his appointment letter or joining letter to prove that he joined the management on 22.12.1995.

20. The workman has contended that he was refused work verbally by the management on 25.01.2020 on the pretext that he should withdraw himself from the list of workers, who authorised the Union to serve the demand notice dated 05.01.2020upon the management. He refused to sign the paper and the management refused him work without any rhyme & reason. MW1 Chetan Sharma - General Manager deposed that on 24.01.2020, the workman left his work and indulged himself in an un-lawful strike, devoid of any discernible agenda, incited by an individual Ashok Kumar, a co-worker. The said action was very aggressive and it was with a sole purpose to inflict harm upon the organisation and pressurise the management to withdraw the inquiry / disciplinary proceedings to be conducted on serious allegations against Ashok Kumar and Surjit Singh. He deposed that the workman did not report to work and matter was formally reported to the SSP, Chandigarh vide letter dated 25.01.2020 as well as SHO, Industrial Area, Phase - I, U.T. Chandigarh. The matter was also reported to the Deputy Commissioner, who further marked it to the Assistant Labour Commissioner, Chandigarh seeking immediate intervention. He deposed that the workman was issued show cause notice vide registered post dated 11.02.2020 calling upon him to resume his duty but he did not join. Subsequently, he was again issued a show cause notice dated 19.02.2020 calling upon him to submit his explanation, failing which the management would be left with no alternative but to struck off his name from the rolls of the management. The workman while appearing as AW1 in his cross-examination had denied receipt of said show cause notices dated 11.02.2020 and 19.02.2020. But he stated that he was residing on the same address, which was given on his aadhar card and he received letters on the address mentioned in his aadhar card. Perusal of the registered postal slips Exhibit 'M12/1' & Exhibit 'M13/1' whereby show cause notices Exhibit "M12? & Exhibit 'M13' were sent, reveals that it bears the same address as mentioned by the workman while stepping into the witness box. The management has placed on record show cause notices (Exhibit 'M12' & Exhibit 'M13'). The show cause notice (Exhibit 'M12') sent through registered post (Exhibit M12/1') mentioned that the workman has been on illegal strike since 24.01.2020 and that his act of illegal strike was causing irreparable loss to the institution and he was advised to show cause within one week as to why his services

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should not be terminated for having indulged in illegal strike and having caused incalculable losses and if no reply was received within time as stipulated above, the management would took action against him as deemed necessary and in such eventuality, the management would also retrieve the losses suffered by it from his legal dues towards the management. The show cause notice (Exhibit 'M13') sent through registered post (Exhibit 'M13/1') also mentioned that the workman was continuously absent from duty since 24.01.2020 and even after several opportunities he was unable to show any justifiable reason for such misconduct. It was mentioned that it was the last opportunity to submit his explanation, if any, and if he failed to turn up, the management would be left with no alternative except to conclude that he was absconding from the duty and his name would be struck off from rolls of the Desh Sewak. The management has placed on record the letter dated 20.05.2020 (Exhibit 'M14') sent through registered post (Exhibit 'M14/1') regarding striking of fthe name of the workman from the rolls of the management for his illegal strike and also for prolonged abandonment of duties.

21. The workman has contended that on 25.01.2020, he went to attend the normal duty but he was refused work by the management without any reason. He was also not issued any notice at the time of his termination. The management has denied that the workman was ever refused work by the management rather it is stated that he deliberately absented from duty and abandoned his duty. The workman during his oral testimony had admitted that he had not moved any written application to the management alleging that he was refused work and he did not meet any office bearer of the management alleging that he has been refused work. He even stated that when he was removed from service, thereafter from 21.01.2020 to 30.12.2020 he did not approach the management. The testimony of the workman makes it clear that the workman has abandoned the services at his own and he has not presented himself or made any efforts to resume services after 25.01.2020.

22. As per testimony of MW1, the workman was issued show cause notices. Receipt of the said show cause noticesstand denied by the workman in his cross-examination still the workman has failed to show that he made any efforts to resume his duty before the issuance of letter dated 20.05.2020. No employer is expected to indefinitely wait for his employee to resume his duties. The workman has failed to join his duty for four months approximately and his absence without any intimation amounts to abandonment of services. There is no evidence on the part of the workman that he was not afforded fair opportunity whereas the management has provided reasonable opportunity to resume his duty by issuing show cause notices. He chose not to resume his duty, making the management left with no other option but to struck off his name from the rolls of the management. Reliance is placed on the case titled as ***Vijay S. Sathaye Versus India Airlines Limited & Others, (2013)10 SSC 253*** wherein it was held, *"It is a settled law that an employee cannot be termed as slave, he has right to abandon the service any time voluntarily by submitting his resignation and alternatively, not joining the duty and remaining absent for long. Absence from duty in the beginning may be a misconduct but when the absence is for a very long period, it may amount to voluntarily abandonment of service and in that eventuality, the bonds of service come to an end automatically without requiring any order to be passed by the employer."*

23. In the case in hand, the entire facts & circumstances in totality show that the workman has abandoned his work at his own and his services were terminated for abandoning the work. Accordingly, the workman has failed to establish that his termination was illegal. Resultantly, the said issue stands decided against the workman and in favour of the management.

Relief

24. In view of the aforesaid findings, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : February 25, 2026

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Notification

The 2nd April, 2026

No. 67.—Sh. Surinder Pal Singh, Assistant Registrar, Punjab and Haryana High Court, Chandigarh has retired from services of this Court w.e.f. 31.03.2026 (A.N.) on attaining the age of superannuation i.e. 58 years.

(Sd.) . . .,

(ASHISH KUMAR BANSAL)
Registrar (Administration),
for Registrar General.

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CHANGE OF NAME

I, Ramesh Kumari W/o Ramesh Kumar R/o # 3411, 2nd Floor Sector 23-D, Chandigarh, have changed my name to Rekha.

[895-1]

I, Gulab Singh S/o Inderpal R/o House No. 76-C, Raipur Khurd, Near Barrier, Raipur Khurd, Post office Behlana Chandigarh, have changed my minor son name Anand to Rajveer Singh.

[896-1]

I, Rani W/o Afatb R/o House No. 1536/3, Burail, Sector 45-B, Chandigarh, have changed my name to Rama.

[897-1]

I, Mast Ram S/o Dharam Singh R/o House No. 595, Hallomajra Chandigarh, have changed my name to Mushtak.

[898-1]

I, Sanskriti D/o Narinder Kumar R/o House No. 5608, Modern Housing Complex, Manimajra, Chandigarh, have changed my name from Sanskriti to Sanskrit Grover.

[899-1]

I, Mukander Kumar S/o Ganesh Parsad R/o House No. 168, Rajeev Colony, Block-B, Dadu Majra Chandigarh, have changed my name from Mukander Kumar to Mickey Rawat.

[900-1]

I, Ashish Boss S/o S.N. Bose R/o House No. 163/B, Khuda Alisher, Chandigarh, have changed my name to Ashish Bose.

[901-1]

I, Dinesh Kumar S/o Sh. Chander Pal R/o House No. 807/1, Sector 41-A, Chandigarh, have changed the name of my minor son from Harshit to Harshit Rohilla.

[902-1]

I, Gautam S/o Sh. Dinesh Kumar R/o House No. 807/1, Sector 41-A, Chandigarh, have changed my name from Gautam to Gautam Rohilla.

[903-1]

I, Deepak Pariyar S/o Hark Bahadur Damai R/o House No. 115, Sector 21-A, Chandigarh, have changed my name to Deepak Damai.

[904-1]

I, Adhirit S/o Ajay Kalia R/o # 5121/3, Category 1, MHC, Manimajra Chandigarh, have changed my name from Adhirit to Adhirit Kalia.

[905-1]

I, Afatab S/o Aminudeen R/o House No. 2041, Burail Sector 45-A, Chandigarh, have changed my name from Afatab to Aftab.

[906-1]

I, Mohd Umar S/o Muhammad Akram # 611, Phase-1, Bapu Dham Colony, Sector-26, Chandigarh, have changed my name to Mohd Umer.

[907-1]

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I, Renu W/o Bittu R/o # 2174, Sector-52, Chandigarh-160036, I have changed my name from Renu to Reena for all furture purposes.

[908-1]

I, Jyoti Gurang D/o Smt. Uma Gurang, H. No. 2675/3, Sector 49-C, Chandigarh, have changed my name from Jyoti Gurung to jyoti Gurang.

[909-1]

I, Amit Kumar S/o Tulsi Ram R/o House No. 3168, Sector 19-D, Chandigarh, have changed my name from Amit Kumar to Amit Mattu.

[910-1]

I, Robin S/o Shamsher Singh, R/o 69A, New Police Line, Sector 26, Chandigarh-160019, have changed my name from Robin to Robin Sihag for all purposes.

[911-1]

I, Ravinder Nath Singla S/o Kuldip Rai Singla R/o Plot No. 1, Industrial Area, Phase 1, Chandigarh, have changed my name from Ravinder Kumar to Ravinder Nath Singla for all furture purposes.

[912-1]

I, Sanjeev Kumar Randhawa S/o Sh. Onkar Singh R/o House No. 16, Type 4, PU Campus, Sector 25, Chandigarh, have changed my name from Sanjeev Kumar Randhawa to Sanjeev Kumar.

[913-1]

I, Mahesh Kumar S/o Balu Ram Ananda Kadam # 120, Sector 25, Chandigarh, ahve changed my name to Mahesh Balu Ram Kadam.

[914-1]

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043—Ptg. & Sty. Deptt., U.T., Chd.

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